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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: CS

United States District Court  
for the Central District of California

Mary Louise James Agee

Plaintiff,

vs.

Fulton Books Corp.

Defendant(s)

Case No.:  
COMPLAINT FOR DAMAGES)

CV22-5736-GW(KS\*)

*I have reasons to believe my case was started as a conspiracy with more than Fulton Books Corp. As I was closing down my business more than a few years ago, there was others trying to make it their own business these last 2 years by taking over my writings, my copyrights and even now trying to get my Trade Mark. I could not understand why AT&T would not cooperate with me. It is becoming clear to me now.*

*There are menu top names selling my book, and publishing everything I write. I bought my ISBN numbers to Publish by myself my CHARTS. But he found away to get in there also. Renamed my charts to books. I saw all of this when I could not get my pass word to work to enter my charts. I found 2 Charts were missing, my charts were now books with prices on them and sale dates.*

1 *Time and time again I have tried to get different ones to publish my writings this past year with no*  
2 *avail. I have been lead to other sights, other publisher and then dropped while they were printing*  
3 *every word I have written and copyrighted.*

4 *I wanted to start with May 23, 2022 Fulton Books and myself were to go to court because they wanted*  
5 *my case closed. I went to the Temple Street Federal building to make sure the court was going to*  
6 *happen. I was told the judge was not going to have court today. I asked for something in writing and I*  
7 *paid and received a receipt.*

8 *I was so happy and my family was also we decided to reopen my business DAY BREAK STUDIES*  
9 *LLC. To sell my books our selves. So we could hire another attorney. Legal Shield had sent me an*  
10 *attorney named Stephen J. Horvath and I paid him a retainer fee of \$2,000.00 gave him my papers to*  
11 *read on my case and I never saw him again. Nor was he present for this court May 23, 2022.*

12 *I ran my DBA, rented an office at 560 North Arrowhead Ave. Suite 2 in San Bernardino Ca. 92401.*

13 *I had closed my business down because of my health problem a few years back 2018.*

14 *My family and me were busy setting ;p the office and I had no court dates. I was still in contact with*  
15 *Legal Shield. I telephoned Legal Shield to ask if they had another attorney for me.? I was told I need*  
16 *no attorney, Attorney Stephen J. Horvath had written some kind of document and closed my case. I*  
17 *wish to reopen my case but I will have to file a new one.*

18 *I do not know all the stores or business carrying or selling my book and charts but I know of some.*

19 *My list would be Google, Amazon, Walmart, Barns and Noble, and I READ LIBRARYS ALSO.*

20  
21 *Fulton Books has asked for Jury Trial. I read in D Defenses to Enforcement, Cal. Prac. Guide Alt.*  
22 *Res. Ch 5-D, [5:177.2] In a medical malpractice action. Plaintiff waived the right to arbitrate by*  
23 *commencing litigation, requesting a jury trial and conducting discovery through completion of the*  
24 *expert discovery process. Plaintiff sought to compel arbitration on the eve of trial. The litigation*  
25 *conduct "belies an intent to arbitrate" and constituted an unreasonable delay in seeking arbitration.*  
26 *The delay substantially prejudiced Defendant, depriving him of the benefits of arbitration including a*  
27 *speedy resolution of the dispute.*

28 *[Burton v. Cruise (2010) 190 CA4th 939., 942-943, 118 CR3D 613,616-617,619-621]*

1  
2 *I have included a pose sheet from AT&T that they wanted me to sign. This agreeing to include*  
3 *provisions for binding individual arbitration rather than jury trials. I am sure this was to help his pal*  
4 *Fulton Books Corp.*

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7 Dated this 11 day of August, 2022

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Mary Louise James Agee, Founder, Owner of Day Break Studies LLC. Phone # 1-626-210-1030

Case #

1. Complaint for Damages
2. I did not renew my DBA
3. I closed down my business in 2018, because of my health. Turned my 800 phone number off plus cancelled my advertisement with AT&T. I have a thought that maybe just maybe my ads were being transferred.
4. Super Score Tutoring, I know nothing about this ad, there were ads every day with my name my old address 2035 Sunrise Ln. Apt B, even my phone number was included. Google had an ad on Internet Dailey until June of 2022 after I bought my new DBA, and rented an office to start my business again.
5. September 2021, I received a letter from IRS. It stating I had made income that exceeded 75,000.00. It could be that DAY BREAK STUDIES (MARY L. JAMES) SOLD BOOKS. They are still investigating it.
6. Dated April 22, 2022 I was served with a Civil Action from Fulton Books Inc., Demanded for Jury Trial. They received judgment and Default.
7. I joined Legal Shield, and they would send attorney to interview me. They did send Attorney Stephen J. Horvath. He agreed to represent me; I gave him \$2,000.00 cash for retainer fees. I also gave him my papers to read and learn my case. Plus I had a court date for May 23, 2022. I never seen him again, nor did I get my papers back. I telephoned Legal Shield to see if they had found me another attorney. I was told their man Attorney Stephen J. Horvath had closed my case.
8. I am now trying to open another case. I have been getting help. I found a law that when one partitions for jury trail it cancelled out arbitration. I had told one of the staff about this law. It got to AT&T because when I ordered a cell phone. **On the agreement it asked for me to sign Included provisions for binding individual arbitration rather than jury trials or class action.**

[Burton v. Cruise (2010)190 CA4th 939,942-943,946-949,118 CR3d 613,616-617,619-621]

9. NOTICE OF ENTRY OF JUDGMENT on my Default from Fulton Books INC
- 10.



*The judge's clerk began to become my page number and he said judge cannot receive letters.*

June 24, 2022

PLAINTIFF

MARY LOUISE JAMES AGEE

CASE NUMBER

DEFENDANT

2:22-CV-01205-MWF-E

FULTON BOOKS INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Mary Louise James Agee

[Thekey2math1st@gmail.com](mailto:Thekey2math1st@gmail.com)

I wish to give notice to United States District Court and get permission to open discovery.

I did hire an attorney to help me with the task. I paid him and never seen him again. I did file a complaint to the State Bar. Yesterday Legal Shield phone me after speaking with the attorney they had recommended to me that I had to report to the Bar Association that he offered to write something that would close my case. I said no I do not want to close my case I want to start Discovery. Legal Shield has been in the process of finding me another attorney.

I have opened an office in San Bernardino Ca. to sell my books in order to pay an attorney after losing my money with that attorney.

I know I cannot depend on my family again right now.

I have never received an itemized statement for any sales of my book, when I asked I was told no books were sold. I did receive a note from Amazon that makes me believe they will be sending me royalties soon.

I asked Fulton Books for a refund of my money, I was told my money was used to print my book and I would not be refunded. So I bought my own ISBN numbers and BAR CODES for my Book and each of my 10 Charts from Bower. I must report that did not work either.

I then tried to get ready to sell my charts. I tried to look at my ISBN and BAR CODES, on my computer but my pass word would not work, Bowker then gave me a new pass word. I then open my case of numbers to find 2 charts were missing and a few mistakes were there I was unable to get any cooperation. I closed it. I later wrote a letter after not being able to get a decent answer for this situation. I never received a reply from Bower.

I went on line and I viewed copies of my charts being ready for printing and with sales prices, and priced as books not charts plus using my ISBN numbers. Bowker was the only name on this set up. I of course asked what were they doing selling my charts as books? I was told only that they do not sell books. I wrote a letter mailed to the main office. It never got answered. I saw on Google monitor charts were being sold.

I tried to make a police report and was told I had a civil matter and he was not able to make a police report on a civil matter.

My Daughter and I have made a few trips to the wrong federal building a few days before we learn to go to the federal building at 255 East Temple Street in Los Angeles. Finally I was able to file a case.

My Daughter, did the mailing for me 1<sup>st</sup> class at the post office. I have problems standing up even on short period of time, I thank her for her help. She had to return to her job so I am on my own again. My papers were not served correctly so I have been defaulted. I have now been served with their complaint.

The Defendant has asked that my complaint to closed. {I did hire an attorney on 4-28-22 and made him aware of the court date on this matter}. He has told me that he is tied up in a case in San Diego. Which is not my fault? I feel if he did not have time for a new case he should not have taken it. I paid him and have not seen him since. He agrees my case should be closed without prejudice. I do not agree I want to serve subpoenas to find out the books that were sold, how many, by whom, where, and how much is owed to me the writer, the owner, my copyright work. I feel a crime or two may have been committed. Which I think is worse than the papers being served at the wrong time.

The judge fore warned that the importance of papers being served correctly was the most important part of the case and this was the most important thing in any case. That he would not give advice or his staff. I am thinking right and wrong comes first, I need my case to remain open to search proof. Yes they want it closed of course they do.

I have rented a small office, and I got my DBA, to open up my business to sell my own books myself in order to pay an attorney to help me with my case. My family has put up funds and loan me money and I wish to also pay them back. I will not give up. I am not in the best of health but I will be trying.

I paid Fulton Books to publish my book for me. It was not a gift, but to this date, no funds were directed to me.

I will be working on getting help with DISCOVERY

Mary Louise James Agee

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8. a. Did any business relationship exist between you and the attorney at any time—such as partner, associate, employee/employer? ☐ Yes ☒ No  
b. If yes, explain the relationship \_\_\_\_\_
9. a. Have you demanded repayment of this loss from the attorney or from anyone else? ☒ Yes ☐ No  
b. If yes: To whom was the demand made? \_\_\_\_\_  
c. Date(s) demand was made: \_\_\_\_\_
10. a. Have you received any money from the attorney in Question 2 or from any other source regarding this matter? ☐ Yes ☒ No  
b. If yes: From whom? \_\_\_\_\_  
c. Date reimbursed \_\_\_\_\_  
d. Amount reimbursed \$ \_\_\_\_\_
11. a. Can your loss be reimbursed from any other source, such as insurance, indemnity, or bond? ☐ Yes ☒ No ☐ Don't Know  
b. If yes, describe the source \_\_\_\_\_  
c. Have you received payment from the above source? ☐ Yes ☒ No  
d. How much did you receive? \$ 0
12. Have you filed a complaint against the attorney, with the State Bar? ☒ Yes ☐ No  
If yes: When? \_\_\_\_\_  
month \_\_\_\_\_ day \_\_\_\_\_ year \_\_\_\_\_  
Case Number: #10158236785 *I was referred by Attorney Parker Hanberry Lawfirm*
13. Have you filed any of the following against the attorney named in Question 2?  
a. A civil lawsuit ☐ Yes ☒ No  
If yes: When? \_\_\_\_\_ Court \_\_\_\_\_  
Case Number \_\_\_\_\_ County/Branch/Location \_\_\_\_\_  
b. A criminal complaint ☐ Yes ☒ No  
If yes: When? \_\_\_\_\_ Court \_\_\_\_\_  
Case Number \_\_\_\_\_ County/Branch/Location \_\_\_\_\_  
c. A petition for fee arbitration ☐ Yes ☒ No  
If yes: When? \_\_\_\_\_ Court \_\_\_\_\_  
Case Number \_\_\_\_\_ County/Branch/Location \_\_\_\_\_  
d. If you said yes to a, b or c, what is the present status of those proceedings? \_\_\_\_\_
14. Is an attorney presently representing you on this application? ☐ Yes ☒ No  
(NOTE: An attorney is NOT necessary when filing with the Client Security Fund.) If yes:

(If an attorney is representing you on this application, the attorney must sign on the back of this application.)

15. Other than the attorneys named in Questions 2 and 14, does any other attorney have information concerning the facts of your application? ☐ Yes ☐ No If yes:
- attorney's name \_\_\_\_\_ telephone \_\_\_\_\_
- attorney's address \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

**NOTE: YOU MUST SEND A DETAILED EXPLANATION AND COPIES OF DOCUMENTS ABOUT YOUR LOSS (SEE QUESTION #4.b.).**



**ASSIGNMENT OF APPLICANT'S RIGHTS AND SUBROGATION:**

Upon payment of all or any portion of the sums requested, you, the undersigned, to the extent of such payment, hereby assign to The State Bar of California your claims, lawsuits and judgments against any and all persons who are primarily and secondarily liable arising out of the above described dishonest acts, including lawsuits against banks, insurance companies, etc. You authorize The State Bar of California to prosecute all claims, lawsuits and judgments either in your name, that of the State Bar of California or its Client Security Fund, or in the names of both as the State Bar of California alone shall decide. In the event that the amount paid to you by the Client Security Fund is not payment in full for all losses which you have suffered, then any amounts recovered by the State Bar in excess of the amount paid to you plus its costs of collection, shall be paid to you. You agree that following any payment to you by the State Bar, you will cooperate with it in prosecuting any claim, lawsuit or judgment. You also agree that all civil actions to be taken or continued will be taken or continued under the full control of the State Bar upon payment to you in any amount by the Client Security Fund. You also agree that the State Bar may, as it alone decides, prosecute or fail to prosecute, or abandon the claim, lawsuit or judgment without obtaining your consent. You agree to cooperate in the investigation of this reimbursement request and any related disciplinary proceedings against the lawyer in question. You agree to provide any additional information and sign and deliver to the State Bar of California such documents as may be required related to any matter pertaining to the application. You waive any rights that you may have against the Client Security Fund, State Bar of California, any of their officers, employees, members of the Board of Trustees, and all other committees regarding the payment or denial of this reimbursement request; or for failure of any of them to pursue or achieve any particular outcome regarding any claim, lawsuit, or judgment. Applicant shall inform the State Bar of California of the status of any proceeding against any person or party who is liable for the losses which are the basis of this application. In the event applicant receives any recovery while this application is pending, applicant shall inform the Client Security Fund and the State Bar of California. Your rights and remedies are subject to the Client Security Fund rules, which may be amended from time to time.

**NOTICE TO APPLICANT**

**THE STATE BAR OF CALIFORNIA HAS NO LEGAL RESPONSIBILITY FOR THE ACTS OF ATTORNEYS. PAYMENTS FROM THE CLIENT SECURITY FUND ARE SOLELY WITHIN THE DISCRETION OF THE STATE BAR. BY APPLYING TO THE CLIENT SECURITY FUND, THE APPLICANT ACKNOWLEDGES THAT HE OR SHE MAY BE GIVING UP THE RIGHT TO PURSUE A CIVIL ACTION FOR THE SAME RECOVERY AGAINST A THIRD PARTY.**

I/We agree to advise the Client Security Fund if any reimbursement is made by the attorney or any third-party on this claim.  
I/We have received and read the rules applicable to State Bar Client Security Fund proceedings and agree to be bound by them.  
I/We declare that the foregoing is true and correct.  
I/We agree to submit documentation such as bank records, showing that the attorney received money, agree to complete all items in this application and agree to fully respond to requests from the Fund for further information and documentation.

Though no attorney is necessary for filing a Client Security Fund application, if you have an attorney representing you on this application you and your attorney must complete this section.

I/We authorize Steven Horvath to act as my attorney.  
print name of attorney

I accept as authorized attorney. \_\_\_\_\_  
signature of attorney

Executed under penalty of perjury under the laws of the State of California.

Mary Louise James Agee  
Signature of applicant

May 25, 2022  
Date

\_\_\_\_\_  
Signature of co-applicant

\_\_\_\_\_  
Date

**Note: The Client Security Fund Rules are to be given to applicant at the time of the receipt of this application.**





Mary Louise James Agee

☒

1,415

132

bill \$646.34

Plus a cell phone

## Join a meeting

mary louise

+

Your notes from Google Keep will  
show up here.

You

Your most r

## Payment

### Statement



I just want to take this time to tell you thank you for helping me all these years to make my dream come true with Day Break Studies. You have helped me by taking pictures, loaning me money and then forgiving me the debt by saying it's okay Grandma. But this last loan to open my business account I am most grateful. I thank you for having faith and love in me and I will pay you as soon as it is possible. My plan is to be ready to start and open up with a location by June 2021.

Again thank you you are the  
Greatest and may all of your dreams also come true.  
Your Grand Mary

Im happy that you have found something that you are passionate about, and I love seeing your determination =to make things happen. I am rooting for your business to take off and prosper! When you get a chance, could you FaceTime me

Thank you. Not to many people think about my dream like you. We will talk more when you return from your trip to New Orleans. Give my love to our family. Bring me a program if there is any extras.  
Your granny





# The State Bar of California

845 South Figueroa Street, Los Angeles, CA 90017

OFFICE OF CHIEF TRIAL COUNSEL

800-843-9053  
Fax: 213-765-1168

## Attorney Misconduct Complaint Form

<b>Your Information</b> acct 10158236785 213-955-0001 Parker Stanley La...		
Title:		
First Name: Mary Louise James	Middle Name:	
Last Name: Agee		
Address: 360 East Gladstone St. #313		
City: Azusa	State: Ca.	Zip Code: 91702
Email: thekey2math1st@gmail.com		
Home Phone: 909-864-1234	Work Phone:	Cell Phone: 909-864-1234

If you prefer to communicate by email, please provide an email address. Complaints are confidential unless charges are filed. So that we may promptly communicate with you, please provide an email address to which you have exclusive access is not share with others.

<b>Attorney's Information</b>		
First Name: STEPHEN	Middle Name: J	
Last Name: Horvath		
Address: 33 South Catalina Ave. #202		
City: Pasadena Ca.	State: Ca.	Zip Code: 91106
Email: steve@JHtriallaw.com	CA Bar License #:	
Primary Phone: 626-486-0144	Other Phone: 626-827-9374	
Cell Phone:	Website:	
<b>Complaint Information</b>		
To better achieve the State Bar's mission to protect the public, please answer the following questions:		
Have you or a member of your family complained to the State Bar about this attorney previously?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Did you hire this attorney?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	